

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Phillips-Van Heusen Corporation		02/25/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ShopKo Stores, Inc.		
Street Address:	700 Pilgrim Way		
City:	Green Bay		
State/Country:	WISCONSIN		
Postal Code:	54304		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78290308	RED MACAW TRADING COMPANY	
CORRESPONDENCE DATA			
Fax Number:	(212)218-2200		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 218-2100		
Email:	jgibson@fchs.com		
Correspondent Name:	James M. Gibson		
Address Line 1:	30 Rockefeller Plaza		
Address Line 4:	New York, NEW YORK 10112-3800		
NAME OF SUBMITTER:	James M. Gibson		
Signature:	/JMG/		
Date:	03/24/2005		
Total Attachments: 3 source=Agreement#page1.tif			

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TRADEMARK
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is made by and between Phillips-Van Heusen Corporation, a Delaware corporation, located and doing business at 200 Madison Avenue, New York, New York 10016 ("ASSIGNOR"), and ShopKo Stores, Inc., a Wisconsin corporation, located and doing business at 700 Pilgrim Way, Green Bay, Wisconsin 54304 ("ASSIGNEE").

I. BACKGROUND

ASSIGNOR is the owner of the trademark described as RED MACAW TRADING COMPANY ("Mark"), including (a) the U.S. Trademark Application Serial No. 78/290,308 (b) any and all common law rights associated with the Mark as used in connection with clothing in Class 25; and (c) the goodwill of the business symbolized by the Mark in connection with articles of clothing which the Mark is used.

ASSIGNEE wishes to acquire the entire rights, title, and interest in the Mark.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of \$45,000.00 paid by ASSIGNEE to ASSIGNOR, the mutual agreements herein contained, and other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT

1. **Representations and Warranties.** ASSIGNOR represents and warrants to ASSIGNEE (a) ASSIGNOR has the right to assign the Mark, including without limitation, the assignment of U.S. Trademark Application Serial No. 78/290,308; (b) to its knowledge ASSIGNOR is the exclusive owner of the right, title and interest, including all intellectual property rights, in the Mark; (c) to its knowledge ASSIGNOR has the right to use the Mark in the manner presently used; (d) to its knowledge the Mark does not infringe the rights of any person or entity; and (e) there are no claims or disputes pending or, to its knowledge, threatened, with respect to ASSIGNOR's rights in the Mark. Each of ASSIGNOR and ASSIGNEE represents and warrants to the other that (a) this Agreement is a valid and binding obligation of such party, enforceable against it in accordance with the terms; and (b) it is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

2. **Assignment.** As of the Effective Date, ASSIGNOR does hereby irrevocably convey, transfer, assign, deliver and contribute to ASSIGNEE, free and clear of any liens, security interests, licenses or other encumbrances, all of ASSIGNOR's worldwide rights, title and interest in and to the Mark, including (a) U.S. Trademark Application Serial No. 78/290,308 (b) any and all common law rights associated with the Mark as used in connection with clothing in Class 25, and (c) the goodwill of the business symbolized by the Mark in connection with articles of clothing on which, or in connection with which, the Mark is used. ASSIGNOR further conveys, transfers, assigns, delivers and contributes to ASSIGNEE any common law right or copyright it owns in the trade dress, labels, logos and designs associated with the Mark ("Associated Materials"), together with all rights to sue for past, present and future infringements, misappropriations, or unauthorized uses of the Associated Materials. However, ASSIGNOR makes no representations or warranties as to ASSIGNEE's right to use the Associated Materials beyond use of the Mark.

3. **Consideration.** In consideration of the assignment of the Mark in accordance with the terms herein, ASSIGNEE hereby delivers the sum of U.S. \$45,000.00 cash to ASSIGNOR by the Effective Date.

4. Attorney Fees. Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Severability. If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

6. Agreement to Perform Necessary Acts. After execution of this Agreement, ASSIGNOR agrees that it will cooperate with ASSIGNEE, at ASSIGNEE's cost and expense to extent incurred after date of execution, to execute, acknowledge, and deliver to ASSIGNEE, all documents, papers, forms, and authorizations and will take all other actions necessary for securing, completing, or vesting in ASSIGNEE full right, title, and interest in the Mark.

7. Governing Law. This Agreement shall be construed and enforced in accordance with and under the laws of the State of Delaware. Any dispute arising out of this Agreement which cannot be resolved by agreement shall, whenever diversity or subject matter jurisdiction exists, be submitted to the United States District Court for Delaware and the parties consent and submit to the personal jurisdiction of such court.

8. Right to Registration. ASSIGNOR agrees it shall not oppose, challenge or protest ASSIGNEE's right to registration of U.S. Trademark Application Serial No. 78/290,308 or ASSIGNEE's right to use the Mark on the goods identified in the Application, nor shall it oppose, challenge or protest use of the Mark by ASSIGNEE on goods and/or services not identified in said Application.

9. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

The Effective Date of this Agreement is February 16, 2005.

IN WITNESS WHEREOF, the parties thereto have duly executed under seal and delivered this Agreement, as follows:

ASSIGNOR:

PHILLIPS-VAN HEUSEN CORPORATION

By: 

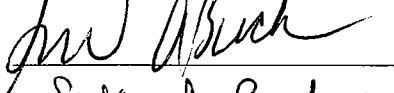
Name: Mark D. Fischer

Title: Vice President and General Counsel

Date: March 24, 2005

ASSIGNEE:

SHOPKO STORES, INC

By: 

Name: Swan A. Buckner

Title: Sr. Corp. Counsel

Date: February 25, 2005

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